

1 A bill to be entitled
2 An act relating to community association assessment
3 notices; amending s. 718.111, F.S.; requiring
4 condominium associations to maintain specified
5 affirmative acknowledgments as official records of the
6 association; specifying that such acknowledgments are
7 not accessible to unit owners; amending s. 718.116,
8 F.S.; revising timeframes for foreclosure judgments;
9 conforming provisions to changes made by the act;
10 amending s. 718.121, F.S.; requiring condominium
11 associations to deliver certain invoices for
12 assessments or statements of account to unit owners in
13 a specified manner; requiring condominium associations
14 to give notice to unit owners before changing the
15 method of delivery for invoices for assessments or
16 statements of account; providing requirements for the
17 notice; requiring unit owners to affirmatively
18 acknowledge the changes in delivery methods;
19 prohibiting condominium associations from requiring
20 the payment of attorney fees relating to past due
21 assessments without first providing a specified notice
22 to unit owners; establishing a rebuttable presumption
23 relating to the mailing of such notice; providing
24 requirements for the notice; revising the timeframe
25 for condominium associations to file liens against

26 | condominium units; conforming provisions to changes
27 | made by the act; amending s. 719.104, F.S.; requiring
28 | cooperative associations to maintain specified
29 | affirmative acknowledgments as official records of the
30 | association; specifying that such acknowledgments are
31 | not accessible to unit owners; amending s. 719.108,
32 | F.S.; requiring cooperative associations to deliver
33 | certain invoices for assessments or statements of
34 | account to unit owners in a specified manner;
35 | requiring cooperative associations to give notice to
36 | unit owners before changing the method of delivery for
37 | invoices for assessments or statements of account;
38 | providing requirements for the notice; requiring unit
39 | owners to affirmatively acknowledge the changes in
40 | delivery methods; prohibiting cooperative associations
41 | from requiring the payment of attorney fees relating
42 | to past due assessments without first providing
43 | specified notice to unit owners; establishing a
44 | rebuttable presumption relating to the mailing of such
45 | notice; providing requirements for the notice;
46 | revising the timeframe for cooperative associations to
47 | file liens against cooperative parcels; conforming
48 | provisions to changes made by the act; amending s.
49 | 720.303, F.S.; requiring homeowners' associations to
50 | maintain specified affirmative acknowledgments as

51 official records of the association; specifying that
52 such acknowledgments are not accessible to parcel
53 owners; amending s. 720.3085, F.S.; requiring
54 homeowners' associations to deliver certain invoices
55 for assessments or statements of account to parcel
56 owners in a specified manner; requiring homeowners'
57 associations to give notice to parcel owners before
58 changing the method of delivery for invoices for
59 assessments or statements of account; providing
60 requirements for the notice; requiring parcel owners
61 to affirmatively acknowledge the changes in delivery
62 methods; prohibiting homeowners' associations from
63 requiring the payment of attorney fees relating to
64 past due assessments without first providing specified
65 notice to parcel owners; establishing a rebuttable
66 presumption relating to the mailing of such notice;
67 providing requirements for the notice; providing an
68 effective date.

69
70 Be It Enacted by the Legislature of the State of Florida:

71
72 Section 1. Paragraphs (a) and (c) of subsection (12) of
73 section 718.111, Florida Statutes, are amended to read:

74 718.111 The association.—

75 (12) OFFICIAL RECORDS.—

76 (a) From the inception of the association, the association
77 shall maintain each of the following items, if applicable, which
78 constitutes the official records of the association:

79 1. A copy of the plans, permits, warranties, and other
80 items provided by the developer pursuant to s. 718.301(4).

81 2. A photocopy of the recorded declaration of condominium
82 of each condominium operated by the association and each
83 amendment to each declaration.

84 3. A photocopy of the recorded bylaws of the association
85 and each amendment to the bylaws.

86 4. A certified copy of the articles of incorporation of
87 the association, or other documents creating the association,
88 and each amendment thereto.

89 5. A copy of the current rules of the association.

90 6. A book or books that contain the minutes of all
91 meetings of the association, the board of administration, and
92 the unit owners.

93 7. A current roster of all unit owners and their mailing
94 addresses, unit identifications, voting certifications, and, if
95 known, telephone numbers. The association shall also maintain
96 the e-mail addresses and facsimile numbers of unit owners
97 consenting to receive notice by electronic transmission. The e-
98 mail addresses and facsimile numbers are not accessible to unit
99 owners if consent to receive notice by electronic transmission
100 is not provided in accordance with sub-subparagraph (c)3.e.

101 However, the association is not liable for an inadvertent
102 disclosure of the e-mail address or facsimile number for
103 receiving electronic transmission of notices.

104 8. All current insurance policies of the association and
105 condominiums operated by the association.

106 9. A current copy of any management agreement, lease, or
107 other contract to which the association is a party or under
108 which the association or the unit owners have an obligation or
109 responsibility.

110 10. Bills of sale or transfer for all property owned by
111 the association.

112 11. Accounting records for the association and separate
113 accounting records for each condominium that the association
114 operates. Any person who knowingly or intentionally defaces or
115 destroys such records, or who knowingly or intentionally fails
116 to create or maintain such records, with the intent of causing
117 harm to the association or one or more of its members, is
118 personally subject to a civil penalty pursuant to s.
119 718.501(1)(d). The accounting records must include, but are not
120 limited to:

121 a. Accurate, itemized, and detailed records of all
122 receipts and expenditures.

123 b. A current account and a monthly, bimonthly, or
124 quarterly statement of the account for each unit designating the
125 name of the unit owner, the due date and amount of each

126 | assessment, the amount paid on the account, and the balance due.

127 | c. All audits, reviews, accounting statements, and
128 | financial reports of the association or condominium.

129 | d. All contracts for work to be performed. Bids for work
130 | to be performed are also considered official records and must be
131 | maintained by the association.

132 | 12. Ballots, sign-in sheets, voting proxies, and all other
133 | papers and electronic records relating to voting by unit owners,
134 | which must be maintained for 1 year from the date of the
135 | election, vote, or meeting to which the document relates,
136 | notwithstanding paragraph (b).

137 | 13. All rental records if the association is acting as
138 | agent for the rental of condominium units.

139 | 14. A copy of the current question and answer sheet as
140 | described in s. 718.504.

141 | ~~15. All other written records of the association not~~
142 | ~~specifically included in the foregoing which are related to the~~
143 | ~~operation of the association.~~

144 | 15.16. A copy of the inspection report as described in s.
145 | 718.301(4)(p).

146 | 16.17. Bids for materials, equipment, or services.

147 | 17. All affirmative acknowledgments made pursuant to s.
148 | 718.121(4)(c).

149 | 18. All other written records of the association not
150 | specifically included in the foregoing which are related to the

151 operation of the association.

152 (c)1. The official records of the association are open to
153 inspection by any association member or the authorized
154 representative of such member at all reasonable times. The right
155 to inspect the records includes the right to make or obtain
156 copies, at the reasonable expense, if any, of the member or
157 authorized representative of such member. A renter of a unit has
158 a right to inspect and copy the association's bylaws and rules.
159 The association may adopt reasonable rules regarding the
160 frequency, time, location, notice, and manner of record
161 inspections and copying. The failure of an association to
162 provide the records within 10 working days after receipt of a
163 written request creates a rebuttable presumption that the
164 association willfully failed to comply with this paragraph. A
165 unit owner who is denied access to official records is entitled
166 to the actual damages or minimum damages for the association's
167 willful failure to comply. Minimum damages are \$50 per calendar
168 day for up to 10 days, beginning on the 11th working day after
169 receipt of the written request. The failure to permit inspection
170 entitles any person prevailing in an enforcement action to
171 recover reasonable attorney fees from the person in control of
172 the records who, directly or indirectly, knowingly denied access
173 to the records.

174 2. Any person who knowingly or intentionally defaces or
175 destroys accounting records that are required by this chapter to

176 be maintained during the period for which such records are
177 required to be maintained, or who knowingly or intentionally
178 fails to create or maintain accounting records that are required
179 to be created or maintained, with the intent of causing harm to
180 the association or one or more of its members, is personally
181 subject to a civil penalty pursuant to s. 718.501(1)(d).

182 3. The association shall maintain an adequate number of
183 copies of the declaration, articles of incorporation, bylaws,
184 and rules, and all amendments to each of the foregoing, as well
185 as the question and answer sheet as described in s. 718.504 and
186 year-end financial information required under this section, on
187 the condominium property to ensure their availability to unit
188 owners and prospective purchasers, and may charge its actual
189 costs for preparing and furnishing these documents to those
190 requesting the documents. An association shall allow a member or
191 his or her authorized representative to use a portable device,
192 including a smartphone, tablet, portable scanner, or any other
193 technology capable of scanning or taking photographs, to make an
194 electronic copy of the official records in lieu of the
195 association's providing the member or his or her authorized
196 representative with a copy of such records. The association may
197 not charge a member or his or her authorized representative for
198 the use of a portable device. Notwithstanding this paragraph,
199 the following records are not accessible to unit owners:

200 a. Any record protected by the lawyer-client privilege as

201 described in s. 90.502 and any record protected by the work-
202 product privilege, including a record prepared by an association
203 attorney or prepared at the attorney's express direction, which
204 reflects a mental impression, conclusion, litigation strategy,
205 or legal theory of the attorney or the association, and which
206 was prepared exclusively for civil or criminal litigation or for
207 adversarial administrative proceedings, or which was prepared in
208 anticipation of such litigation or proceedings until the
209 conclusion of the litigation or proceedings.

210 b. Information obtained by an association in connection
211 with the approval of the lease, sale, or other transfer of a
212 unit.

213 c. Personnel records of association or management company
214 employees, including, but not limited to, disciplinary, payroll,
215 health, and insurance records. For purposes of this sub-
216 subparagraph, the term "personnel records" does not include
217 written employment agreements with an association employee or
218 management company, or budgetary or financial records that
219 indicate the compensation paid to an association employee.

220 d. Medical records of unit owners.

221 e. Social security numbers, driver license numbers, credit
222 card numbers, e-mail addresses, telephone numbers, facsimile
223 numbers, emergency contact information, addresses of a unit
224 owner other than as provided to fulfill the association's notice
225 requirements, and other personal identifying information of any

226 person, excluding the person's name, unit designation, mailing
227 address, property address, and any address, e-mail address, or
228 facsimile number provided to the association to fulfill the
229 association's notice requirements. Notwithstanding the
230 restrictions in this sub-subparagraph, an association may print
231 and distribute to parcel owners a directory containing the name,
232 parcel address, and all telephone numbers of each parcel owner.
233 However, an owner may exclude his or her telephone numbers from
234 the directory by so requesting in writing to the association. An
235 owner may consent in writing to the disclosure of other contact
236 information described in this sub-subparagraph. The association
237 is not liable for the inadvertent disclosure of information that
238 is protected under this sub-subparagraph if the information is
239 included in an official record of the association and is
240 voluntarily provided by an owner and not requested by the
241 association.

242 f. Electronic security measures that are used by the
243 association to safeguard data, including passwords.

244 g. The software and operating system used by the
245 association which allow the manipulation of data, even if the
246 owner owns a copy of the same software used by the association.
247 The data is part of the official records of the association.

248 h. All affirmative acknowledgments made pursuant to s.
249 718.121(4)(c).

250 Section 2. Paragraph (b) of subsection (6) of section

251 718.116, Florida Statutes, is amended to read:

252 718.116 Assessments; liability; lien and priority;
 253 interest; collection.—

254 (6)

255 (b) No foreclosure judgment may be entered until at least
 256 45 ~~30~~ days after the association gives written notice to the
 257 unit owner of its intention to foreclose its lien to collect the
 258 unpaid assessments. The notice must be in substantially the
 259 following form:

260
 261 DELINQUENT ASSESSMENT

262
 263 This letter is to inform you a Claim of Lien has been
 264 filed against your property because you have not paid
 265 the ...(type of assessment)... assessment to ...(name
 266 of association).... The association intends to
 267 foreclose the lien and collect the unpaid amount
 268 within 45 ~~30~~ days of this letter being provided to
 269 you.

270
 271 You owe the interest accruing from ...(month/year)...
 272 to the present. As of the date of this letter, the
 273 total amount due with interest is \$..... All costs of
 274 any action and interest from this day forward will
 275 also be charged to your account.

276
 277 Any questions concerning this matter should be
 278 directed to ...(insert name, addresses, and telephone
 279 numbers of association representative)....
 280

281 If this notice is not given at least 45 ~~30~~ days before the
 282 foreclosure action is filed, and if the unpaid assessments,
 283 including those coming due after the claim of lien is recorded,
 284 are paid before the entry of a final judgment of foreclosure,
 285 the association shall not recover attorney ~~attorney's~~ fees or
 286 costs. The notice must be given by delivery of a copy of it to
 287 the unit owner or by certified or registered mail, return
 288 receipt requested, addressed to the unit owner at his or her
 289 last known address; and, upon such mailing, the notice shall be
 290 deemed to have been given, and the court shall proceed with the
 291 foreclosure action and may award attorney ~~attorney's~~ fees and
 292 costs as permitted by law. The notice requirements of this
 293 subsection are satisfied if the unit owner records a notice of
 294 contest of lien as provided in subsection (5). The notice
 295 requirements of this subsection do not apply if an action to
 296 foreclose a mortgage on the condominium unit is pending before
 297 any court; if the rights of the association would be affected by
 298 such foreclosure; and if actual, constructive, or substitute
 299 service of process has been made on the unit owner.

300 Section 3. Subsection (4) of section 718.121, Florida

301 Statutes, is amended, and subsections (5) and (6) are added to
302 that section, to read:

303 718.121 Liens.—

304 (4) (a) If an association sends an invoice for assessments
305 or a unit's statement of the account described in s.
306 718.111(12)(a)11.b., the invoice for assessments or the unit's
307 statement of account must be delivered to the unit owner by
308 first-class United States mail or by electronic transmission to
309 the unit owner's e-mail address maintained in the association's
310 official records.

311 (b) Before changing the method of delivery for an invoice
312 for assessments or the statement of the account, the association
313 must deliver a written notice of such change to each unit owner.
314 The written notice must be delivered to the unit owner at least
315 30 days before the association sends an invoice for assessments
316 or the statement of the account by the new delivery method. The
317 notice must be sent by first-class United States mail to the
318 unit owner at his or her last address as reflected in the
319 association's records and, if such address is not the unit
320 address, must be sent by first-class United States mail to the
321 unit address. Notice is deemed to have been delivered upon
322 mailing as required by this paragraph.

323 (c) A unit owner must affirmatively acknowledge his or her
324 understanding that the association will change its method of
325 delivery of an invoice for assessments or the unit's statement

326 of the account before the association may change the method of
 327 delivering an invoice for assessments or the statement of the
 328 account. The unit owner may make the affirmative acknowledgment
 329 electronically or in writing.

330 (5) An association may not require payment of attorney
 331 fees related to a past due assessment without first delivering a
 332 written notice of late assessment to the unit owner which
 333 specifies the amount owed the association and provides the unit
 334 owner an opportunity to pay the amount owed without the
 335 assessment of attorney fees. The notice of late assessment must
 336 be sent by first-class United States mail to the unit owner at
 337 his or her last address as reflected in the association's
 338 records and, if such address is not the unit address, must also
 339 be sent by first-class United States mail to the unit address.
 340 Notice is deemed to have been delivered upon mailing as required
 341 by this subsection. A rebuttable presumption that an association
 342 mailed a notice in accordance with this subsection is
 343 established if a board member, officer, or agent of the
 344 association, or a manager licensed under part VIII of chapter
 345 468, provides a sworn affidavit attesting to such mailing. The
 346 notice must be in substantially the following form:

347
 348 NOTICE OF LATE ASSESSMENT

349
 350 RE: Unit of ...(name of association)...

351
 352 The following amounts are currently due on your
 353 account to ...(name of association)..., and must be
 354 paid within 30 days of the date of this letter. This
 355 letter shall serve as the association's notice of its
 356 intent to proceed with further collection action
 357 against your property no sooner than 30 days of the
 358 date of this letter, unless you pay in full the
 359 amounts set forth below:

361	<u>Maintenance due ...(dates)...</u>	<u>\$.....</u>
362	<u>Late fee, if applicable</u>	<u>\$.....</u>
363	<u>Interest through ...(dates)...*</u>	<u>\$.....</u>
364	<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

365
 366 *Interest accrues at the rate of percent per annum.

367 (6) Except as otherwise provided in this chapter, no lien
 368 may be filed by the association against a condominium unit until
 369 45 ~~30~~ days after the date on which a notice of intent to file a
 370 lien has been delivered to the owner by registered or certified
 371 mail, return receipt requested, ~~and~~ by first-class United States
 372 mail to the owner at his or her last address as reflected in the
 373 association's records and, if such address is not the unit
 374 address, by first-class United States mail to the unit address
 375 of the association, if the address is within the United States,

376 | ~~and delivered to the owner at the address of the unit if the~~
 377 | ~~owner's address as reflected in the records of the association~~
 378 | ~~is not the unit address. If the address reflected in the records~~
 379 | ~~is outside the United States, sending the notice to that address~~
 380 | ~~and to the unit address by first-class United States mail is~~
 381 | ~~sufficient.~~ Delivery of the notice shall be deemed given upon
 382 | mailing as required by this subsection. The notice must be in
 383 | substantially the following form:

384 |
 385 | NOTICE OF INTENT
 386 | TO RECORD A CLAIM OF LIEN
 387 |

388 | RE: Unit of ...(name of association)...

389 |
 390 | The following amounts are currently due on your
 391 | account to ...(name of association)..., and must be
 392 | paid within 45 ~~30~~ days after your receipt of this
 393 | letter. This letter shall serve as the association's
 394 | notice of intent to record a Claim of Lien against
 395 | your property no sooner than 45 ~~30~~ days after your
 396 | receipt of this letter, unless you pay in full the
 397 | amounts set forth below:

398	399 Maintenance due ...(dates)...	\$.....
400	Late fee, if applicable	\$.....

401	Interest through ... (dates) ... *	\$.....
402	Certified mail charges	\$.....
403	Other costs	\$.....
404	TOTAL OUTSTANDING	\$.....

405

406 *Interest accrues at the rate of percent per

407 annum.

408 Section 4. Paragraphs (a) and (c) of subsection (2) of

409 section 719.104, Florida Statutes, are amended to read:

410 719.104 Cooperatives; access to units; records; financial

411 reports; assessments; purchase of leases.—

412 (2) OFFICIAL RECORDS.—

413 (a) From the inception of the association, the association

414 shall maintain a copy of each of the following, where

415 applicable, which shall constitute the official records of the

416 association:

- 417 1. The plans, permits, warranties, and other items
- 418 provided by the developer pursuant to s. 719.301(4).
- 419 2. A photocopy of the cooperative documents.
- 420 3. A copy of the current rules of the association.
- 421 4. A book or books containing the minutes of all meetings
- 422 of the association, of the board of directors, and of the unit
- 423 owners.
- 424 5. A current roster of all unit owners and their mailing
- 425 addresses, unit identifications, voting certifications, and, if

426 known, telephone numbers. The association shall also maintain
 427 the e-mail addresses and the numbers designated by unit owners
 428 for receiving notice sent by electronic transmission of those
 429 unit owners consenting to receive notice by electronic
 430 transmission. The e-mail addresses and numbers provided by unit
 431 owners to receive notice by electronic transmission shall be
 432 removed from association records when consent to receive notice
 433 by electronic transmission is revoked. However, the association
 434 is not liable for an erroneous disclosure of the e-mail address
 435 or the number for receiving electronic transmission of notices.

436 6. All current insurance policies of the association.

437 7. A current copy of any management agreement, lease, or
 438 other contract to which the association is a party or under
 439 which the association or the unit owners have an obligation or
 440 responsibility.

441 8. Bills of sale or transfer for all property owned by the
 442 association.

443 9. Accounting records for the association and separate
 444 accounting records for each unit it operates, according to good
 445 accounting practices. The accounting records shall include, but
 446 not be limited to:

447 a. Accurate, itemized, and detailed records of all
 448 receipts and expenditures.

449 b. A current account and a monthly, bimonthly, or
 450 quarterly statement of the account for each unit designating the

451 name of the unit owner, the due date and amount of each
452 assessment, the amount paid upon the account, and the balance
453 due.

454 c. All audits, reviews, accounting statements, and
455 financial reports of the association.

456 d. All contracts for work to be performed. Bids for work
457 to be performed shall also be considered official records and
458 shall be maintained for a period of 1 year.

459 10. Ballots, sign-in sheets, voting proxies, and all other
460 papers and electronic records relating to voting by unit owners,
461 which shall be maintained for a period of 1 year after the date
462 of the election, vote, or meeting to which the document relates.

463 11. All rental records where the association is acting as
464 agent for the rental of units.

465 12. A copy of the current question and answer sheet as
466 described in s. 719.504.

467 13. All affirmative acknowledgments made pursuant to s.
468 719.108(3)(b)3.

469 14. All other written records of the association not
470 specifically included in the foregoing which are related to the
471 operation of the association.

472 (c) The official records of the association are open to
473 inspection by any association member or the authorized
474 representative of such member at all reasonable times. The right
475 to inspect the records includes the right to make or obtain

476 | copies, at the reasonable expense, if any, of the association
477 | member. The association may adopt reasonable rules regarding the
478 | frequency, time, location, notice, and manner of record
479 | inspections and copying. The failure of an association to
480 | provide the records within 10 working days after receipt of a
481 | written request creates a rebuttable presumption that the
482 | association willfully failed to comply with this paragraph. A
483 | unit owner who is denied access to official records is entitled
484 | to the actual damages or minimum damages for the association's
485 | willful failure to comply. The minimum damages are \$50 per
486 | calendar day for up to 10 days, beginning on the 11th working
487 | day after receipt of the written request. The failure to permit
488 | inspection entitles any person prevailing in an enforcement
489 | action to recover reasonable attorney fees from the person in
490 | control of the records who, directly or indirectly, knowingly
491 | denied access to the records. Any person who knowingly or
492 | intentionally defaces or destroys accounting records that are
493 | required by this chapter to be maintained during the period for
494 | which such records are required to be maintained, or who
495 | knowingly or intentionally fails to create or maintain
496 | accounting records that are required to be created or
497 | maintained, with the intent of causing harm to the association
498 | or one or more of its members, is personally subject to a civil
499 | penalty pursuant to s. 719.501(1)(d). The association shall
500 | maintain an adequate number of copies of the declaration,

501 articles of incorporation, bylaws, and rules, and all amendments
502 to each of the foregoing, as well as the question and answer
503 sheet as described in s. 719.504 and year-end financial
504 information required by the department, on the cooperative
505 property to ensure their availability to unit owners and
506 prospective purchasers, and may charge its actual costs for
507 preparing and furnishing these documents to those requesting the
508 same. An association shall allow a member or his or her
509 authorized representative to use a portable device, including a
510 smartphone, tablet, portable scanner, or any other technology
511 capable of scanning or taking photographs, to make an electronic
512 copy of the official records in lieu of the association
513 providing the member or his or her authorized representative
514 with a copy of such records. The association may not charge a
515 member or his or her authorized representative for the use of a
516 portable device. Notwithstanding this paragraph, the following
517 records shall not be accessible to unit owners:

518 1. Any record protected by the lawyer-client privilege as
519 described in s. 90.502 and any record protected by the work-
520 product privilege, including any record prepared by an
521 association attorney or prepared at the attorney's express
522 direction which reflects a mental impression, conclusion,
523 litigation strategy, or legal theory of the attorney or the
524 association, and which was prepared exclusively for civil or
525 criminal litigation or for adversarial administrative

526 | proceedings, or which was prepared in anticipation of such
527 | litigation or proceedings until the conclusion of the litigation
528 | or proceedings.

529 | 2. Information obtained by an association in connection
530 | with the approval of the lease, sale, or other transfer of a
531 | unit.

532 | 3. Personnel records of association or management company
533 | employees, including, but not limited to, disciplinary, payroll,
534 | health, and insurance records. For purposes of this
535 | subparagraph, the term "personnel records" does not include
536 | written employment agreements with an association employee or
537 | management company, or budgetary or financial records that
538 | indicate the compensation paid to an association employee.

539 | 4. Medical records of unit owners.

540 | 5. Social security numbers, driver license numbers, credit
541 | card numbers, e-mail addresses, telephone numbers, facsimile
542 | numbers, emergency contact information, addresses of a unit
543 | owner other than as provided to fulfill the association's notice
544 | requirements, and other personal identifying information of any
545 | person, excluding the person's name, unit designation, mailing
546 | address, property address, and any address, e-mail address, or
547 | facsimile number provided to the association to fulfill the
548 | association's notice requirements. Notwithstanding the
549 | restrictions in this subparagraph, an association may print and
550 | distribute to unit ~~parcel~~ owners a directory containing the

551 name, unit ~~parcel~~ address, and all telephone numbers of each
552 unit ~~parcel~~ owner. However, an owner may exclude his or her
553 telephone numbers from the directory by so requesting in writing
554 to the association. An owner may consent in writing to the
555 disclosure of other contact information described in this
556 subparagraph. The association is not liable for the inadvertent
557 disclosure of information that is protected under this
558 subparagraph if the information is included in an official
559 record of the association and is voluntarily provided by an
560 owner and not requested by the association.

561 6. Electronic security measures that are used by the
562 association to safeguard data, including passwords.

563 7. The software and operating system used by the
564 association which allow the manipulation of data, even if the
565 owner owns a copy of the same software used by the association.
566 The data is part of the official records of the association.

567 8. All affirmative acknowledgments made pursuant to s.
568 719.108(3)(b)3.

569 Section 5. Subsections (3) and (4) of section 719.108,
570 Florida Statutes, are amended to read:

571 719.108 Rents and assessments; liability; lien and
572 priority; interest; collection; cooperative ownership.—

573 (3) (a) Rents and assessments, and installments on them,
574 not paid when due bear interest at the rate provided in the
575 cooperative documents from the date due until paid. This rate

576 may not exceed the rate allowed by law and, if a rate is not
577 provided in the cooperative documents, accrues at 18 percent per
578 annum. If the cooperative documents or bylaws so provide, the
579 association may charge an administrative late fee in addition to
580 such interest, not to exceed the greater of \$25 or 5 percent of
581 each installment of the assessment for each delinquent
582 installment that the payment is late. Any payment received by an
583 association must be applied first to any interest accrued by the
584 association, then to any administrative late fee, then to any
585 costs and reasonable attorney fees incurred in collection, and
586 then to the delinquent assessment. The foregoing applies
587 notwithstanding s. 673.3111, any purported accord and
588 satisfaction, or any restrictive endorsement, designation, or
589 instruction placed on or accompanying a payment. The preceding
590 sentence is intended to clarify existing law. A late fee is not
591 subject to chapter 687 or s. 719.303(4).

592 (b)1. If an association sends an invoice for assessments
593 or a unit's statement of the account described in s.
594 719.104(2)(a)9.b., the invoice for assessments or the unit's
595 statement of account must be delivered to the unit owner by
596 first-class United States mail or by electronic transmission to
597 the unit owner's e-mail address maintained in the association's
598 official records.

599 2. Before changing the method of delivery for an invoice
600 for assessments or the statement of the account, the association

601 must deliver a written notice of such change to each unit owner.
602 The written notice must be delivered to the unit owner at least
603 30 days before the association sends the invoice for assessments
604 or statement of the account by the new delivery method. The
605 notice must be sent by first-class United States mail to the
606 unit owner at his or her last address as reflected in the
607 association's records and, if such address is not the unit
608 address, must be sent by first-class United States mail to the
609 unit address. Notice is deemed to have been delivered upon
610 mailing as required by this subparagraph.

611 3. A unit owner must affirmatively acknowledge his or her
612 understanding that the association will change its method of
613 delivery of an invoice for assessments or the statement of the
614 account before the association may change the method of
615 delivering an invoice for assessments or the statement of the
616 account. The unit owner may make the affirmative acknowledgment
617 electronically or in writing.

618 (c) An association may not require payment of attorney
619 fees related to a past due assessment without first delivering a
620 written notice of late assessment to the owner which specifies
621 the amount owed the association and provides the unit owner an
622 opportunity to pay the amount owed without the assessment of
623 attorney fees. The notice of late assessment must be sent by
624 first-class United States mail to the unit owner at his or her
625 last address as reflected in the association's records and, if

626 such address is not the unit address, must also be sent by
 627 first-class United States mail to the unit address. Notice is
 628 deemed to have been delivered upon mailing as required by this
 629 paragraph. A rebuttable presumption that an association mailed a
 630 notice in accordance with this paragraph is established if a
 631 board member, officer, or agent of the association, or a manager
 632 licensed under part VIII of chapter 468, provides a sworn
 633 affidavit attesting to such mailing. The notice must be in
 634 substantially the following form:

635
 636 NOTICE OF LATE ASSESSMENT

637
 638 RE: Unit of ...(name of association)...

639
 640 The following amounts are currently due on your
 641 account to ...(name of association)..., and must be
 642 paid within 30 days of the date of this letter. This
 643 letter shall serve as the association's notice to
 644 proceed with further collection action against your
 645 property no sooner than 30 days of the date of this
 646 letter, unless you pay in full the amounts set forth
 647 below:

648
 649 Maintenance due ...(dates)... \$.....
 650 Late fee, if applicable \$.....

651	<u>Interest through ... (dates) ...*</u>	<u>\$.....</u>
652	<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

653

654 *Interest accrues at the rate of percent per annum.

655 (4) The association has a lien on each cooperative parcel

656 for any unpaid rents and assessments, plus interest, and any

657 administrative late fees. If authorized by the cooperative

658 documents, the lien also secures reasonable attorney fees

659 incurred by the association incident to the collection of the

660 rents and assessments or enforcement of such lien. The lien is

661 effective from and after recording a claim of lien in the public

662 records in the county in which the cooperative parcel is located

663 which states the description of the cooperative parcel, the name

664 of the unit owner, the amount due, and the due dates. Except as

665 otherwise provided in this chapter, a lien may not be filed by

666 the association against a cooperative parcel until 45 ~~30~~ days

667 after the date on which a notice of intent to file a lien has

668 been delivered to the owner.

669 (a) The notice must be sent to the unit owner at the

670 address of the unit by first-class United States mail, and the

671 notice must be in substantially the following form:

672

673 NOTICE OF INTENT

674 TO RECORD A CLAIM OF LIEN

675

676 RE: Unit ...(unit number)... of ...(name of
 677 cooperative)...

678
 679 The following amounts are currently due on your
 680 account to ...(name of association)..., and must be
 681 paid within 45 ~~30~~ days after your receipt of this
 682 letter. This letter shall serve as the association's
 683 notice of intent to record a Claim of Lien against
 684 your property no sooner than 45 ~~30~~ days after your
 685 receipt of this letter, unless you pay in full the
 686 amounts set forth below:

687

688	Maintenance due ...(dates)...	\$.....
689	Late fee, if applicable	\$.....
690	Interest through ...(dates)...*	\$.....
691	Certified mail charges	\$.....
692	Other costs	\$.....
693	TOTAL OUTSTANDING	\$.....

694
 695 *Interest accrues at the rate of percent per
 696 annum.

697 1. If the most recent address of the unit owner on the
 698 records of the association is the address of the unit, the
 699 notice must be sent by certified mail, return receipt requested,
 700 to the unit owner at the address of the unit.

701 2. If the most recent address of the unit owner on the
702 records of the association is in the United States, but is not
703 the address of the unit, the notice must be sent by certified
704 mail, return receipt requested, to the unit owner at his or her
705 most recent address.

706 3. If the most recent address of the unit owner on the
707 records of the association is not in the United States, the
708 notice must be sent by first-class United States mail to the
709 unit owner at his or her most recent address.

710 (b) A notice that is sent pursuant to this subsection is
711 deemed delivered upon mailing. A claim of lien must be executed
712 and acknowledged by an officer or authorized agent of the
713 association. The lien is not effective 1 year after the claim of
714 lien was recorded unless, within that time, an action to enforce
715 the lien is commenced. The 1-year period is automatically
716 extended for any length of time during which the association is
717 prevented from filing a foreclosure action by an automatic stay
718 resulting from a bankruptcy petition filed by the parcel owner
719 or any other person claiming an interest in the parcel. The
720 claim of lien secures all unpaid rents and assessments that are
721 due and that may accrue after the claim of lien is recorded and
722 through the entry of a final judgment, as well as interest and
723 all reasonable costs and attorney fees incurred by the
724 association incident to the collection process. Upon payment in
725 full, the person making the payment is entitled to a

726 satisfaction of the lien.

727 (c) By recording a notice in substantially the following
 728 form, a unit owner or the unit owner's agent or attorney may
 729 require the association to enforce a recorded claim of lien
 730 against his or her cooperative parcel:

731

732 NOTICE OF CONTEST OF LIEN

733

734 TO: ... (Name and address of association) ...:

735

736 You are notified that the undersigned contests the
 737 claim of lien filed by you on, ... (year) ..., and
 738 recorded in Official Records Book at Page,
 739 of the public records of County, Florida, and
 740 that the time within which you may file suit to
 741 enforce your lien is limited to 90 days from the date
 742 of service of this notice. Executed this day of
 743, ... (year)

744 Signed: ... (Owner or Attorney) ...

745

746 After notice of contest of lien has been recorded, the clerk of
 747 the circuit court shall mail a copy of the recorded notice to
 748 the association by certified mail, return receipt requested, at
 749 the address shown in the claim of lien or most recent amendment
 750 to it and shall certify to the service on the face of the

751 notice. Service is complete upon mailing. After service, the
 752 association has 90 days in which to file an action to enforce
 753 the lien. If the action is not filed within the 90-day period,
 754 the lien is void. However, the 90-day period shall be extended
 755 for any length of time during which the association is prevented
 756 from filing its action because of an automatic stay resulting
 757 from the filing of a bankruptcy petition by the unit owner or by
 758 any other person claiming an interest in the parcel.

759 (d) A release of lien must be in substantially the
 760 following form:

761
 762 RELEASE OF LIEN
 763

764 The undersigned lienor, in consideration of the final payment in
 765 the amount of \$....., hereby waives and releases its lien and
 766 right to claim a lien for unpaid assessments through,
 767 ...(year)...., recorded in the Official Records Book at Page
 768, of the public records of County, Florida, for the
 769 following described real property:

770
 771 THAT COOPERATIVE PARCEL WHICH INCLUDES UNIT NO.
 772 OF ...(NAME OF COOPERATIVE)...., A COOPERATIVE AS SET
 773 FORTH IN THE COOPERATIVE DOCUMENTS AND THE EXHIBITS
 774 ANNEXED THERETO AND FORMING A PART THEREOF, RECORDED
 775 IN OFFICIAL RECORDS BOOK, PAGE, OF THE

776 PUBLIC RECORDS OF COUNTY, FLORIDA.
 777
 778 ...(Signature of Authorized Agent)... ...(Signature of
 779 Witness)...

780 ...(Print Name)... ...(Print Name)...

781
 782 ...(Signature of Witness)...

783 ...(Print Name)...

784
 785 Sworn to (or affirmed) and subscribed before me this day of
 786, ...(year)..., by ...(name of person making statement)....
 787 ...(Signature of Notary Public)...

788 ...(Print, type, or stamp commissioned name of Notary Public)...

789 Personally Known OR Produced as identification.

790 Section 6. Present paragraph (1) of subsection (4) of
 791 section 720.303, Florida Statutes, is redesignated as paragraph
 792 (m), a new paragraph (1) is added to that subsection, and
 793 paragraph (c) of subsection (5) of that section is amended, to
 794 read:

795 720.303 Association powers and duties; meetings of board;
 796 official records; budgets; financial reporting; association
 797 funds; recalls.—

798 (4) OFFICIAL RECORDS.—The association shall maintain each
 799 of the following items, when applicable, which constitute the
 800 official records of the association:

801 (1) All affirmative acknowledgments made pursuant to s.
802 720.3085(3)(c)3.

803 (5) INSPECTION AND COPYING OF RECORDS.—The official
804 records shall be maintained within the state for at least 7
805 years and shall be made available to a parcel owner for
806 inspection or photocopying within 45 miles of the community or
807 within the county in which the association is located within 10
808 business days after receipt by the board or its designee of a
809 written request. This subsection may be complied with by having
810 a copy of the official records available for inspection or
811 copying in the community or, at the option of the association,
812 by making the records available to a parcel owner electronically
813 via the Internet or by allowing the records to be viewed in
814 electronic format on a computer screen and printed upon request.
815 If the association has a photocopy machine available where the
816 records are maintained, it must provide parcel owners with
817 copies on request during the inspection if the entire request is
818 limited to no more than 25 pages. An association shall allow a
819 member or his or her authorized representative to use a portable
820 device, including a smartphone, tablet, portable scanner, or any
821 other technology capable of scanning or taking photographs, to
822 make an electronic copy of the official records in lieu of the
823 association's providing the member or his or her authorized
824 representative with a copy of such records. The association may
825 not charge a fee to a member or his or her authorized

826 representative for the use of a portable device.

827 (c) The association may adopt reasonable written rules
828 governing the frequency, time, location, notice, records to be
829 inspected, and manner of inspections, but may not require a
830 parcel owner to demonstrate any proper purpose for the
831 inspection, state any reason for the inspection, or limit a
832 parcel owner's right to inspect records to less than one 8-hour
833 business day per month. The association may impose fees to cover
834 the costs of providing copies of the official records, including
835 the costs of copying and the costs required for personnel to
836 retrieve and copy the records if the time spent retrieving and
837 copying the records exceeds one-half hour and if the personnel
838 costs do not exceed \$20 per hour. Personnel costs may not be
839 charged for records requests that result in the copying of 25 or
840 fewer pages. The association may charge up to 25 cents per page
841 for copies made on the association's photocopier. If the
842 association does not have a photocopy machine available where
843 the records are kept, or if the records requested to be copied
844 exceed 25 pages in length, the association may have copies made
845 by an outside duplicating service and may charge the actual cost
846 of copying, as supported by the vendor invoice. The association
847 shall maintain an adequate number of copies of the recorded
848 governing documents, to ensure their availability to members and
849 prospective members. Notwithstanding this paragraph, the
850 following records are not accessible to members or parcel

851 owners:

852 1. Any record protected by the lawyer-client privilege as
853 described in s. 90.502 and any record protected by the work-
854 product privilege, including, but not limited to, a record
855 prepared by an association attorney or prepared at the
856 attorney's express direction which reflects a mental impression,
857 conclusion, litigation strategy, or legal theory of the attorney
858 or the association and which was prepared exclusively for civil
859 or criminal litigation or for adversarial administrative
860 proceedings or which was prepared in anticipation of such
861 litigation or proceedings until the conclusion of the litigation
862 or proceedings.

863 2. Information obtained by an association in connection
864 with the approval of the lease, sale, or other transfer of a
865 parcel.

866 3. Personnel records of association or management company
867 employees, including, but not limited to, disciplinary, payroll,
868 health, and insurance records. For purposes of this
869 subparagraph, the term "personnel records" does not include
870 written employment agreements with an association or management
871 company employee or budgetary or financial records that indicate
872 the compensation paid to an association or management company
873 employee.

874 4. Medical records of parcel owners or community
875 residents.

876 5. Social security numbers, driver license numbers, credit
877 card numbers, electronic mailing addresses, telephone numbers,
878 facsimile numbers, emergency contact information, any addresses
879 for a parcel owner other than as provided for association notice
880 requirements, and other personal identifying information of any
881 person, excluding the person's name, parcel designation, mailing
882 address, and property address. Notwithstanding the restrictions
883 in this subparagraph, an association may print and distribute to
884 parcel owners a directory containing the name, parcel address,
885 and all telephone numbers of each parcel owner. However, an
886 owner may exclude his or her telephone numbers from the
887 directory by so requesting in writing to the association. An
888 owner may consent in writing to the disclosure of other contact
889 information described in this subparagraph. The association is
890 not liable for the disclosure of information that is protected
891 under this subparagraph if the information is included in an
892 official record of the association and is voluntarily provided
893 by an owner and not requested by the association.

894 6. Any electronic security measure that is used by the
895 association to safeguard data, including passwords.

896 7. The software and operating system used by the
897 association which allows the manipulation of data, even if the
898 owner owns a copy of the same software used by the association.
899 The data is part of the official records of the association.

900 8. All affirmative acknowledgments made pursuant to s.

901 720.3085(3)(c)3.

902 Section 7. Paragraphs (c) and (d) are added to subsection
903 (3) of section 720.3085, Florida Statutes, to read:

904 720.3085 Payment for assessments; lien claims.—

905 (3) Assessments and installments on assessments that are
906 not paid when due bear interest from the due date until paid at
907 the rate provided in the declaration of covenants or the bylaws
908 of the association, which rate may not exceed the rate allowed
909 by law. If no rate is provided in the declaration or bylaws,
910 interest accrues at the rate of 18 percent per year.

911 (c)1. If an association sends an invoice for assessments
912 or a parcel's statement of the account described in s.
913 720.303(4)(j)2., the invoice for assessments or the parcel's
914 statement of account must be delivered to the parcel owner by
915 first-class United States mail or by electronic transmission to
916 the parcel owner's e-mail address maintained in the
917 association's official records.

918 2. Before changing the method of delivery for an invoice
919 for assessments or the statement of the account, the association
920 must deliver a written notice such change to each parcel owner.
921 The written notice must be delivered to the parcel owner at
922 least 30 days before the association sends an invoice for
923 assessments or the statement of the account by the new delivery
924 method. The notice must be sent by first-class United States
925 mail to the owner at his or her last address as reflected in the

926 association's records and, if such address is not the parcel
927 address, must be sent by first-class United States mail to the
928 parcel address. Notice is deemed to have been delivered upon
929 mailing as required by this subparagraph.

930 3. A parcel owner must affirmatively acknowledge his or
931 her understanding that the association will change its method of
932 delivery of an invoice for assessments or the statement of the
933 account before the association may change the method of
934 delivering an invoice for assessments or the statement of the
935 account. The parcel owner may make the affirmative
936 acknowledgment electronically or in writing.

937 (d) An association may not require payment of attorney
938 fees related to a past due assessment without first delivering a
939 written notice of late assessment to the parcel owner which
940 specifies the amount owed the association and provides the
941 parcel owner an opportunity to pay the amount owed without the
942 assessment of attorney fees. The notice of late assessment must
943 be sent by first-class United States mail to the owner at his or
944 her last address as reflected in the association's records and,
945 if such address is not the parcel address, must also be sent by
946 first-class United States mail to the parcel address. Notice is
947 deemed to have been delivered upon mailing as required by this
948 paragraph. A rebuttable presumption that an association mailed a
949 notice in accordance with this paragraph is established if a
950 board member, officer, or agent of the association, or a manager

951 licensed under part VIII of chapter 468, provides a sworn
 952 affidavit attesting to such mailing. The notice must be in
 953 substantially the following form:

954
 955 NOTICE OF LATE ASSESSMENT

956
 957 RE: Parcel of ...(name of association)...

958
 959 The following amounts are currently due on your
 960 account to ...(name of association)..., and must be
 961 paid within 30 days after the date of this letter.
 962 This letter shall serve as the association's notice to
 963 proceed with further collection action against your
 964 property no sooner than 30 days after the date of this
 965 letter, unless you pay in full the amounts set forth
 966 below:

967

968	<u>Maintenance due ...(dates)...</u>	<u>\$.....</u>
969	<u>Late fee, if applicable</u>	<u>\$.....</u>
970	<u>Interest through ...(dates)...*</u>	<u>\$.....</u>
971	<u>TOTAL OUTSTANDING</u>	<u>\$.....</u>

972
 973 *Interest accrues at the rate of percent per annum.

974 Section 8. This act shall take effect July 1, 2021.